

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	12/11/2012	
CONVEYING PARTY DATA		
Name		Execution Date
Sage Products, Inc.		12/11/2012
RECEIVING PARTY DATA		
Name:	Sage Products, LLC	
Street Address:	3909 Three Oaks Road	
City:	Cary	
State/Country:	ILLINOIS	
Postal Code:	60013	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13014500	
CORRESPONDENCE DATA		
Fax Number:	3124635001	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-463-5000	
Email:	gbekin@bannerwitcoff.com, bwptopat@bannerwitcoff.com	
Correspondent Name:	Gregory G. Schlenz	
Address Line 1:	10 South Wacker Drive, Suite 3000	
Address Line 2:	Banner & Witcoff, Ltd.	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	003230.00241 GGS/GB	
NAME OF SUBMITTER:	Gregory G. Schlenz	
Signature:	/Gregory G. Schlenz, Reg. No. 55,597/	
Date:	09/10/2013	

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Total Attachments: 11

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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

DECEMBER 11, 2012

4986-166-4

SERVICE PARTNERS OF ILLINOIS, INC.
520 S 2ND ST #2130
SPRINGFIELD IL 62701

RE SAGE PRODUCTS, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

FORM **BCA 11.39** (rev. Dec. 2003)
**ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES**
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

DEC 11 2012

**JESSE WHITE
SECRETARY OF STATE**

Remit payment in the form of a
check or money order payable
to Secretary of State.

The filing fee is \$100, but if merger
involves more than two corporations,
submit \$50 for each additional corporation.

File # 4986-166-4

Filing Fee: \$ 100.00 Approved: lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Sage Products, Inc.</u>	<u>Illinois</u>	<u>4986-166-4</u>
<u>Sage Products, LLC</u>	<u>Delaware</u>	<u>0409-823-4</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: Sage Products, LLC
b. Corporation or Limited Liability Company shall be governed by the laws of: Delaware

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:

See attached.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows

Mark an "X" in one box only for each Illinois Corporation.

	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (\$11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Name of Corporation:			
Sage Products, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable If survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated December 11, 2012 Sage Products, Inc.
Month & Day Year Exact Name of Corporation
[Signature]
Any Authorized Officer's Signature
D. Scott Brown, Chief Operating Officer
Name and Title (type or print)

Dated _____, _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated December 11, 2012 Sage Products, LLC
Month & Day Year Exact Name of Limited Liability Company
[Signature]
Signature John J. Jiganti, President
Sage Products Holdings, Inc., Member
Name and Title (type or print)

X
Dated _____, _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is entered into this 11th day of December, 2012 (this "Agreement"), by and between Sage Products, LLC, a Delaware limited liability company (the "Surviving Company"), and Sage Products, Inc., an Illinois corporation (the "Terminating Company").

RECITALS

A. The board of directors of the Terminating Company has (i) unanimously determined that it is in the best interests of the Terminating Company that the parties to this Agreement consummate the merger provided for herein in which the Terminating Company will merge with and into the Surviving Company (the "Merger"), with the Surviving Company surviving, on the terms, and subject to the conditions, of this Agreement and (ii) unanimously approved this Agreement in accordance with the Illinois Business Corporation Act of 1983, as amended (the "IBCA").

B. Sage Products Holdings, Inc., an Illinois corporation ("Holdings"), the sole stockholder of the Terminating Company, has approved this Agreement and the Merger pursuant to action taken in accordance with the requirements of the IBCA and the organizational documents of the Terminating Company.

C. Holdings, the sole member of the Surviving Company has (i) determined that it is in the best interests of the Surviving Company that the parties to this Agreement consummate the Merger on the terms, and subject to the conditions, of this Agreement and (ii) approved this Agreement and the Merger pursuant to action taken in accordance with requirements of the Delaware Limited Liability Company Act (the "Delaware Act") and the organizational documents of the Surviving Company.

D. The board of directors of the Terminating Company and the sole member of the Surviving Company have each been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Surviving Company and the Terminating Company each agree as follows.

ARTICLE 1

THE MERGER; RELATED TRANSACTIONS

1.1 EFFECTIVE TIME. The Merger will be consummated by (i) the Surviving Company filing a certificate of merger with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the Delaware Act (the "Delaware Certificate") and (ii) the Terminating Company filing articles of merger with the Secretary of State of the State of Illinois in accordance with Section 11.39 of the IBCA (together with the Delaware Certificate, the "Certificates"). The Merger shall be effective as of the filing of the Certificates (the "Effective Time").

1.2 MERGER. As of the Effective Time:

(a) the Terminating Company will merge with and into the Surviving Company, and the Surviving Company will continue as the surviving entity; and

(b) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without other transfer, to all of the rights and property of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

1.3 EFFECT ON TERMINATING COMPANY CAPITAL STOCK.

(a) As of the Effective Time, each share of capital stock of the Terminating Company issued and outstanding immediately prior to the Effective Time will be cancelled and retired and cease to exist; and

(b) any holder of a certificate representing any such cancelled and retired capital stock of the Terminating Company, or each person listed on the stock transfer books of the Terminating Company as owning any such capital stock, will cease to have any rights with respect to such cancelled and retired capital stock.

1.4 EFFECT ON SURVIVING COMPANY EQUITY INTERESTS.

(a) As of the Effective Time, each limited liability company interest of the Surviving Company issued and outstanding immediately prior to the Effective Time will continue to be an issued and outstanding limited liability company interest of the Surviving Company immediately following the Effective Time; and

(b) any holder of a certificate representing any such limited liability company interests of the Surviving Company, or each person listed on the equity transfer books of the Surviving Company as owning any limited liability company interests, will continue to have all rights with respect to such limited liability company interests of the Surviving Company.

1.5 ORGANIZATIONAL DOCUMENTS. The certificate of formation of the Surviving Company in effect at the Effective Time will be the certificate of formation of the Surviving Company following the Merger until changed or amended as provided therein or by applicable law. The operating agreement of the Surviving Company in effect immediately prior to the Effective Time will be the operating agreement of the Surviving Company following the Merger until changed or amended as provided therein or by applicable law.

1.6 OFFICERS. The officers of the Terminating Company immediately prior to the Effective Time shall be the officers of the Surviving Company, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

1.7 TERMINATION. At any time prior to the Effective Time, this Agreement may be terminated by the board of directors of the Terminating Company or the sole member of the Surviving Company as permitted under Section 11.05 of the IBCA and Section 18-209 of the Delaware Act.

ARTICLE 2 MISCELLANEOUS

2.1 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement and that certain Stock Purchase Agreement, dated as of November 2, 2012, by and among the Terminating Company, Sage Products Holdings, Inc., an Illinois corporation, Sage Products Holdings III, LLC, a Delaware limited liability company, and the other parties identified therein constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3 PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

2.5 FURTHER ASSURANCES. At any time or from time to time after the date hereof, at the request of Holdings and without further consideration, each party and its successors or assigns, shall execute and deliver, or shall cause to be executed and delivered, such other instruments of assumption and take such other actions as the other may reasonably request to effect the transactions as contemplated hereby.

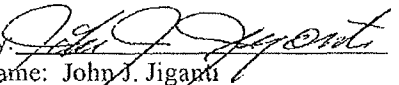
2.6 DELIVERY BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by emailed PDF or other electronic method, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[signature page follows]

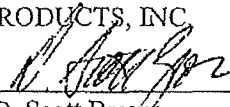
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized signatory as of the date first set forth above.

SAGE PRODUCTS, LLC

By: Sage Products Holdings, Inc., its sole member

By: 
Name: John J. Jiganti
Title: President

SAGE PRODUCTS, INC.

By: 
Name: D. Scott Brown
Title: Chief Operating Officer

Signature Page to Agreement and Plan of Merger

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

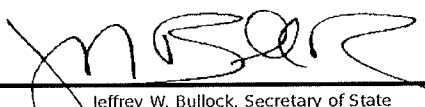
"SAGE PRODUCTS, INC.", AN ILLINOIS CORPORATION,
WITH AND INTO "SAGE PRODUCTS, LLC" UNDER THE NAME OF "SAGE PRODUCTS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF DECEMBER, A.D. 2012, AT 12:29 O'CLOCK P.M.

5233568 8100M

121321988

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0054132

DATE: 12-11-12

PATENT
REEL: 031177 FRAME: 0444

**CERTIFICATE OF MERGER
MERGING
SAGE PRODUCTS, INC.
INTO
SAGE PRODUCTS, LLC**

**Pursuant to §18-209 of the Limited Liability Company Act
of the State of Delaware**

Dated as of December 11, 2012

Sage Products, LLC, a Delaware limited liability company (the "Company"), in connection with the merger of Sage Products, Inc., an Illinois corporation ("Sage"), with and into the Company, hereby certifies that:

FIRST: The name and state of organization of each of the constituent companies (the "Constituent Companies") of the merger are as follows:

<u>Name</u>	<u>State of Organization</u>
Sage Products, LLC	Delaware
Sage Products, Inc.	Illinois

SECOND: The Agreement and Plan of Merger, dated as of December 11, 2012 (the "Merger Agreement"), between the Company and Sage has been approved, adopted, certified, executed and acknowledged by each of the Constituent Companies in accordance with §18-209 of the Limited Liability Company Act of the State of Delaware and applicable Illinois law.

THIRD: The Company is the surviving company of the merger, and the name of the surviving company shall be "Sage Products, LLC" (the "Surviving Company").

FOURTH: The certificate of formation of the Surviving Company shall continue in full force and effect as its certificate of formation following the merger.

FIFTH: The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The executed Merger Agreement is on file at the office of the Surviving Company at 3909 Three Oaks Road, Cary, Illinois 60013.

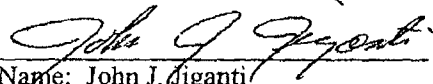
SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any stockholder or any member of either of the Constituent Companies.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of the date first written above.

SAGE PRODUCTS, LLC

By: Sage Products Holdings, Inc., its
Sole Member

By: 
Name: John J. Giganti
Title: President